

EXHIBIT C

**UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA**

In Re: RFC and ResCap
Liquidating Trust Litigation

Court File No. 13-cv-3451
(SRN/JJK/HB)

This document relates to:

Residential Funding
Company, LLC v. Decision
One Mortgage Company,
LLC and HSBC Finance
Corporation, No. 14-cv-1737
(MJD/JSM)

**ANSWER AND COUNTERCLAIM OF DEFENDANT DECISION ONE
MORTGAGE COMPANY, LLC TO AMENDED COMPLAINT**

Defendant Decision One Mortgage Co. LLC (“Defendant” or “Decision One”), by its undersigned counsel, hereby answers the First Amended Complaint (“Amended Complaint”) filed by Residential Funding Company, LLC on August 25, 2014 (Dkt. No. 19). Specifically, in response to the numbered paragraphs included in the Amended Complaint, Decision One admits, denies, or otherwise responds to the allegations as set forth below. All allegations are hereby denied unless expressly admitted. Further, an admission to a portion of an allegation does not constitute an admission, either express or implied, to the remainder of the allegation.

3. Section 8.A.1 of the Seller Contracts required RFC to “afford” Decision One “the opportunity to cure or repurchase” prior to exercising its rights or remedies with respect to a purportedly breaching loan.

4. The Addenda to the Seller Contracts between RFC and Decision One were material terms of the parties’ agreement.

5. Decision One specially negotiated with RFC Decision One’s right to receive notice of a potential problem with a loan, to have the opportunity to cure the problem, and to have the right to repurchase the loan before RFC could exercise any right and remedy against Decision One with respect to the loan.

6. The Addendum was valid and was not procured by fraud or any other improper means.

7. By filing this lawsuit against Decision One, Plaintiff seeks to exercise rights and remedies against or with respect to Decision One and Decision One loans without first affording Decision One the opportunity to cure or repurchase such loan.

8. Plaintiff did not provide Decision One with an opportunity to cure or repurchase any loan on which Plaintiff seeks recovery in this lawsuit prior to filing this lawsuit.

9. By seeking to exercise rights and remedies against or with respect to Decision One and Decision One loans without first affording Decision One the